

**CORPORATE / PROMOTIONAL PROJECT - FILMING & EDITING CONTRACT – TERMS & CONDITIONS**  
(This part to be retained by the Client)

This contract (the Contract) is the written agreement between the Client and the Production Company for the production of a video project, in accordance with the following Definitions, Obligations and Other Provisions.

**DEFINITIONS**

**Additional Shooting** means any additional filming work requested by the Client including but not limited to; interviews, backstage footage, rehearsal footage – which is either added after the shoot has been completed or added during production itself and is over and above the initially agreed work.

**Additional Post-Production** means any additional post-production work over and above that which has been agreed as part of the Production Company's estimate and included in the Budget & Remuneration or comes in upon completion / approval of the edit.

**Budget** means the cost of the entire project and shall be based on (i) required Crew size (ii) number of days pre-production and production time (iii) cameras used (iv) number of Post-Production days required to produce one Draft Product and subsequently one Finished Product (v) additional costs for expenses, locations, equipment, dancers, actors and so on.

**Casting** means the process of assembling and selecting persons other than the Client who shall appear as performers in the video. This excludes members of the public who may appear in the video are not being explicitly filmed.

**CGI** means any visual digital effects work that forms part of the video, including but not limited to animation, titles, motion graphics, renders, effects and so on but excluding the filming of the 'green screen' part of the composite image.

**Client** means the persons or group of persons who have, by signing this contract, commissioned the Project.

**Crew** means persons sourced by the Production Company for the purpose of conducting the Shoot.

**Draft Product** means a clean edited version of the Project which is satisfactory to the Production Company as a working version of the video and which shall be submitted to the Client for their approval, including a watermark and timecode.

**Filming Equipment** means the equipment required by the Production Company in order to undertake the Shoot, including but not limited to cameras and grip equipment either owned or hired in by the Production Company.

**Filming Day** means a period not to exceed 10 (ten) hours in duration, inclusive of all meal breaks. A Shoot may last for one or more Filming Days but shall be deemed to last a minimum of one (1) Filming Day. Additional hours over this time when directly attributable to the Client may be liable to additional charges.

**Filming Location** means the location(s) of any filming which forms part of the Project. In the case of a Live Shoot, such venue is to be sourced by the Client and made known to the Production Company as early as possible. In the cases of a Studio or Performance Video, such location(s) are to be agreed between the Client and the Production Company prior to filming.

**Finished Product** means a clean edited version of the performance video which is approved by the Production Company and the Client. For the avoidance of doubt, the Project shall be deemed approved by the Client where a majority of the Client members have given their approval (either verbal or written) to the final Finished Product.

**Grading** means the process of enhancing the edited video by means of colour correction and application of filters. This process is undertaken to produce the desired 'look' to the video and will be done so to the satisfaction of the video Director, Director of Photography and Editor.

**Multi-Picture Deal** means an agreement that the Client undertakes to employ the Production Company on an agreed number of future projects, such an agreement to be contractually noted. The undertaking is on the basis that the Production Company offers a bulk pricing discount to the Client to undertake a set number of projects within an agreed timescale.

**Photography** as provided by Silvertip Films through partnership with Fringe Photography or other reputable external company, when paid for by client as additional service. Client will receive digital copies of photographs upon completion of the project.

**Post-Production** means the ingesting or capturing, logging and editing of the film shot during the Shoot. For the avoidance of doubt, Post-Production shall commence on the earliest available opportunity upon completion of the Shoot and last until the video is edited and the Finished Product authored to a satisfactory standard by the Production Company and approved by the Client. This process encompasses any Grading and CGI work where this has been specifically included in the Budget.

**Pre-Production** means the overall process of defining the parameters of the desired Finished Product (including but not limited to; meetings with the Client or their representatives, the organising of the Shoot (including assembling of Crew, location sourcing, project planning etc), Casting and any other activities prior to commencement of the Shoot.

**Production Company** means Silvertip Films Ltd or any affiliate thereof.

**Production Design** means the process of defining the visuals of the desired Finished Product (including but not limited to; location, props, performers, make-up, costume).

**Project** means the work done by the Production Company including but not limited to; Pre-Production, the Shoot, Additional Filming and Post Production in order to achieve the Finished Product.

**Remuneration** means the fees paid by the Client to the Production Company in consideration of the Project, either in the form of cash, cheque or money transfer. This may or may not include expenses.

**Shoot** means the filming of the Client (including any Additional Filming) and/or other persons selected during Casting for the purpose of producing a video, prior to Post Production. For the avoidance of doubt the Shoot shall commence on the day/night of the performance, or of the first day of filming any non-live segment, which is listed at the top of this Contract.

**Treatment** means the document defining the nature of the Finished Product (including but not limited to; type of video, 'look and feel', Shoot duration, camera angles, camera movement, narrative elements and themes, song breakdown, filming approach, use of colouring, filters, CGI and Grading).

**OBLIGATIONS**

**OBLIGATIONS OF THE CLIENT**

Upon signature of this Contract, the Client shall:

1. agree to give the Production Company overall creative control of the Finished Product;
2. agree to pay the Remuneration to the Production Company in a timely manner and in any case within the time period stated on the invoice, and further agree that the Production Company are not obligated to provide receipted details of expenses incurred, although the Production Company will make reasonable efforts to do so if requested in advance;
3. be responsible for agreeing (a) Filming Location(s) for the Project unless otherwise specified and requested with the Production Company;
4. agree that the Production Company is not liable for any deficiencies in the Final Product caused by filming difficulties with any Filming Location(s) or third party services (e.g. car hire, equipment, crew) hired and/or chosen by the Client. Further that the Client is liable for any additional costs incurred by re-shooting or Additional Shooting caused by such difficulties or the cancellation or postponement by such service provider(s);
5. agree that they will approve the Treatment for the video prior to the Shoot (where a Treatment is completed) and give the Production Company control to produce, direct and edit the Project according to the provisions therein. Further, the Client agrees that any requests for changes to the Treatment made after the signature of this Contract cannot be guaranteed to be accommodated;
6. give the Production Company a reasonable amount of notice to allow a Crew to be formed – no less than two weeks prior to the start date of shooting;
7. agree that the Production Company, before the shoot, will ensure that their equipment and that of any hired in, is in working order and up to standard prior to the shoot however unforeseen technical difficulties can occur unexpectedly and whilst every effort will be made to deal with these on the day they cannot always be dealt with – this includes, but is not limited to batteries dying, camera errors including subsequent discover of dropped frames on the tapes, light bulbs blowing, power supplies failing, digital storage media failing – including but not limited to compact flash cards and SSD cameras;
8. agree that the Production Company is not liable for any deficiencies in the Final Product caused by actual or perceived deficiencies or imperfections in the physical attributes, wardrobe or performances of the Client or of artists, performers or persons selected, hired or brought to the Shoot directly by the Client. Further that the Client is liable for any additional costs incurred by re-shooting or Additional Shooting caused by the actions of such artists, performers or extras;
9. agree that the Production Company is not liable to bear the cost of any re-shooting where such re-shooting has been caused by adverse weather conditions or such items beyond its control as, but not limited to; failure of the Client or any other performers to attend or attend the Shoot in a timely manner, cancellation or postponement by the Filming Location(s);
10. agree that the Main Client Contact / Client Representative as declared above shall bear responsibility for decision making by the Client or its affiliates. The Production Company will not operate under any direct instruction given by person or persons who are not signatories of this Contract, nor is the Production Company responsible for any disagreements between the Client and any Third Parties as a result of its actions. Further, that the Production Company will not bear any costs arising from any additional work which is required as a result of the interference of third parties;
11. agree that, at minimum, the Main Client Contact shall be available for consultation during Post-Production, so that the Finished Product may be completed in a timely manner, respective of the Production Companies schedule or by any deadline required by the Client, failure to do so will result in the Production Company taking executive decisions on behalf of the Client;
12. agree that the Project Overview outlines the Post Production time allocated as per the Remuneration and this includes solely the edit itself and any After Effects or colour grading work the Production Company deem appropriate, or has previously discussed with the Client. Any additional work not requested, outlined, planned for and paid for before the Shoot commences, will not be undertaken by the Production Company unless

additional monies are paid by the Client in advance. Such work may include but not limited to; digital effects, Photoshop work, computer generated imagery and effects, audio reworking, remixing or re-mastering, physical blemish and imperfection removal, additional Post Production work over and above any set of changes included within the Remuneration;

13. agree that they may not be present during the Post-Production phase that delivers the Draft Product, unless such permission has been expressly granted by the Production Company, and that any such involvement will incur Post-Production delays and the costs of this will be borne by the Client;
14. agree that upon completion of the Draft Product, which the Production Company deem acceptable for distribution, the Client will receive a preview copy to view and, if necessary, send one list of suggested changes which will be considered by the Production Company and, where possible, carried out;
15. agree that the Draft Product is not available for public viewing and any parties connected with the Client may only view it subject to the express permission of both the Client and the Production Company;
16. agree that any Post Production work, primarily colour grading, carried out by parties other than the Production Company directly, will only be undertaken when the Draft Product has been approved and any requested edit changes made. Any changes required to the Project after this outsourced work has been completed will be at cost to be borne by the Client – this includes any further grading;
17. provide any photo gallery images, logos or additional material required for the completion of the Finished Product and do so in a timely manner so as not to adversely impact the Post-Production schedule, further, agree that any deficiencies in the Finished Product caused by deficiencies in the above material are not the responsibility of the Production Company. The Production Company reserves the right to refuse to include any such material provided in the Project, specifically video footage produced by parties other than the Production Company;
18. agree that in the event that the Finished Product, completed to the best abilities and to the satisfaction of the Production Company and to the Treatment agreed with the Client, is not acceptable to the Client, any reworking or remaking subsequently requested to the Project shall be at an additional cost borne by the Client and paid in advance of the commencement of this additional work. This includes additional re-edits (however significant) over and above the single set of changes which the Client are allowed to request to the Draft Product to make the Finished Product;
19. agree that the Production Company accepts no liability for failure to deliver the completed Project on any requested date due to unavailability of the Client for consultation on filming, editing or review of the Project;
20. agree that they are not entitled to display or distribute any copies of the Project, whether it be the Finished Product or other versions or segments of the Project, until full Remuneration has been received by the Production Company, unless explicitly agreed otherwise in writing between the parties;
21. agree that the Production Company may not be held liable for any consequences to the Client, including but not limited to; loss of revenue or publicity, missed deadlines or future opportunities, where such consequences are a result of the Client's failure to comply with the terms of this Contract;
22. agree that material relating to the Project may appear on the Production Company's website and that the Production Company legally holds the copyright to the material at all times, unless bought out by the Client at a mutually agreed cost;
23. agree to credit the Production Company on the Client's website for the production of the video and to post a link on their website to the Production Company's website. The Client is entitled to host the video (the Finished Product), or clips thereof, on their own or their business partner(s) website, but in this case are obligated to credit the Production Company for its work.
24. the Client agrees – unless otherwise specified by either party - to interact on Social Media networks (including but not limited to Facebook, Twitter, YouTube, Instagram etc) to cross promote the Production Company and the shoot itself. This includes but is not limited to before the shoot, during the shoot and upon completion of the project.

**OBLIGATIONS OF THE PRODUCTION COMPANY**

Upon signature of this Contract, the Production Company shall:

1. source a Crew suitable, in the opinion of the Production Company, for the size and scope of the Project. The Production Company reserves the right to change the nominated Crew prior to the Shoot, for operational reasons, and no financial recompense is offered to the Client in this eventuality;
2. produce, direct, shoot and edit the Project to a high standard in order to produce the Finished Product, and will endeavour to make a viable sound recording of the Client during the Shoot. The Project will be shot in HDV Widescreen format unless otherwise specified;
3. agree to show the Draft Product to the Client or the Main Client Contact to receive approval or have changes requested. For the avoidance of doubt, this procedure forms one of the days of the Post-Production time period allocated and paid for by the Client as part of the Remuneration. The Production Company reserves the right to 'watermark' this footage so as to prevent unauthorised usage or duplication;
4. supply, on DVD, a minimum of one encoded copy of the Finished Product to the Client. The Production Company is liable to provide replacement copies in the event of verifiable technical problems with original copies – replacements to be at a cost borne by the Production Company. Further copies shall be made available, if desired, at further cost to the Client. The Production Company is liable to supply the DVD using recognised branded media and created in a recognised format. The Production Company is not obligated to provide the DVD copies on printable media or with images on the face of the DVD, but shall make reasonable efforts to do so. The Production Company is not obligated to provide unencoded or data DVD copies, or copies of the Finished Product on other media. Such arrangements may be made separately and any additional costs incurred by the Production Company shall be borne by the Client;
5. agree to provide clips of footage from the Project (where requested), for use on the Client's website;
6. retain the original recorded media (digital tape etc.) and keep this for a period of not less than twelve calendar months from the start date of the Shoot, and shall own the copyright within said original recorded media and edited product. Copies of the full recording to own all copyright shall be made available to the Client upon request, but at additional cost ("buy out") borne by the Client. Unless requested earlier, after a period decided by the Production Company, the Client shall have the opportunity to purchase the original recorded media for a mutually agreed price. Notwithstanding the above, where the Client has not purchased the original recorded media within a period of eighteen months from the start date of the Shoot, the Production Company reserves the right to dispose of it;
7. agree to, where explicitly requested by the Client, refrain from undertaking any publicity or communication regarding either the Project or the Client. Such publicity may include but not be limited to; posting information about the project on any of the Production Company's website or affiliated web pages, discussing matters regarding the contract with individuals outside of the Production Company, distributing Draft or Final copies of the Project to unauthorized persons before any agreed date, disclosing the Project's budget to other clients or individuals outside the Production Company, revealing any information which may have a detrimental impact on the image of the Client;
8. where a live event is being filmed, advise any audience that filming is taking place and therefore by entering the venue, all those present shall be deemed to have given their consent to be featured in the video;
9. ensure that that the Shoot will be covered by Employees Liability Insurance for the Crew and Public Liability Insurance for any individuals directly involved in the Shoot.
10. the Production Company agrees to interact on Social Media networks (including but not limited to Facebook, Twitter, YouTube, Instagram etc) to cross promote the Client and the shoot itself. This includes but is not limited to before the shoot, during the shoot and upon completion of the project.

## **OTHER PROVISIONS**

### **i. Costs, Payments & Expenses**

1. In the event that the Remuneration is to be paid in a single instalment, the Production Company will invoice the Client prior to the Shoot and the Post Production will not commence until the invoice has been paid. In the event that the Remuneration is to be paid in two instalments, the first instalment will be payable prior to the Shoot and the balance of the Remuneration will be payable upon the Client's approval of the Final Product, or 30 days after the completion of the Shoot, whichever is the earlier. In the event that the Remuneration is to be paid in three instalments, the first instalment will be payable prior to the Shoot; the second instalment will be payable upon completion of the Shoot and before Post Production commences, and the balance of the Remuneration will be payable upon the Client's approval of the Final Product, or 30 days after the completion of the Shoot, whichever is the earlier. In any case the Production Company will not make the Final Product available to the Client until the full Remuneration has been paid.
2. During Pre-Production, the Production Company shall not incur expenses including but not limited to; travel expenses, hire of Filming Equipment or Filming Location(s), unless it has been reimbursed for such costs in advance by the Client and/or its representatives.
3. Should the amount of agreed expenses be insufficient, the Production Company reserves the right to be reimbursed for any additional expenses incurred in relation to completion of the Project, and be paid these prior to the delivery of the Finished Product.
4. Should the Project be terminated at any stage, any costs or expenses incurred by the Production Company up to the point of termination are not refundable to the Client.
5. The Production Company is not liable to commence the Shoot until initial cleared funds have been received from the Client, unless a written agreement between both parties exists to the contrary.
6. Upon final approval of the Project, the Client is liable to settle the final invoice in a payment timeframe as declared on the invoice. Failure to pay in a timely manner may result in late payment charges being levied by the Production Company, such charges not to exceed the original Remuneration.
7. The Production Company is not liable to supply a definitive final version of the Finished Project until all cleared funds have been received from the Client, unless a written agreement between both parties exists to the contrary.
8. Further failures by the Client to pay invoices or be available for consultation regarding payment difficulties may result in further action being taken by the Production Company. Such action may include but not be limited to; disposal of all original footage, removal of all web-based material related to the Project, withholding of further deliverables, or legal proceedings. Such action overrides all related clauses within this Contract.
9. All payments shall be in Sterling.

### **ii. Project Duration & Deadlines**

1. Prior to signature of the Contract the Production Company shall estimate the amount of time required to complete all aspects of the Project, including the amount of filming days required (the Filming Days). The Production Company reserves the right to alter the number of Filming Days required should the original estimate prove to be unrealistic, subject always to the Remuneration section of this Contract.
2. The original Remuneration includes provision for only one set of changes between the Draft Product and the Finished Product. Should the eventual Post-Production time be over and above that originally estimated by the Production Company, where the additional time required is directly attributable to requests for rework by the Client, the Production Company reserves the right to charge an additional fee in respect of the extra periods of Post-Production. Should the Client require a more extensive DVD (which may including menus, bonus features, extra footage, photo galleries, credits, incidental music etc) this will be subject to additional fees.
3. Any deadlines required by the Client must be recorded in this Contract. The Production Company is not obligated to meet any other deadlines imposed after the signature of this Contract. If the Client wishes to shorten the originally agreed Post-Production timescales, this 'fast-track' service will be at additional cost to be borne by the Client, and such an arrangement will be agreed in writing.

4. The delivery of the Finished Product as described represents the end of the Production Company's obligations under this Contract. Further copies of the video required by the Client fall outside the scope of this Contract and as such the Production Company is not obligated to provide them.
5. Should any changes requested by the Client be incorporated in the Finished Product against the advice of the Production Company, the Production Company reserves the right to remove their name from the video and create a "Directors Cut" for use exclusively on their website.
6. The Project will be deemed to have been completed when the Client has received the Finished Project in exchange for the agreed Remuneration.

### **iii. Delays & Cancellations**

1. In the event that the Shoot is delayed after signature of this Contract due to reasons directly attributable to the Client, the Production Company reserves the right to levy additional charges, the total of which shall not exceed the original Remuneration, in recompense for any costs or losses incurred.
2. If the Client or its nominated Main Client Contact is unavailable for consultation during the Project, or alters the terms of the Project to the extent that the Production Company is unnecessarily inconvenienced, the Production Company reserves the right to levy additional administrative charges, such charges not to exceed the original Remuneration. Such actions on the part of the Client may be but not be limited to; cancellation or repeated postponement of meetings at the Client's request, failures to respond to written, electronic or telephone communication necessitating excessive expense on the part of the Production Company, postponement of the agreed Filming Day(s), or delay in providing agreed deliverables as stated elsewhere in this Contract.
3. In the event that Post-Production or the completion of the Finished Product is heavily delayed due to reasons directly attributable to the Client and takes longer than initially expected, the Production Company reserves the right to levy additional administrative charges, the total of which shall not exceed the original Remuneration.
4. Should a project remain 'dormant' for more than a month with no amends or progress made, the project will be archived and a levy charged to withdraw it for further work to continue.
5. If the Client wishes to terminate the Project early, due to exceptional circumstances or breaches of this Contract, this must be agreed in writing with the Production Company.
6. In the event that the Project is cancelled after signature of this Contract and prior to the commencement of the Shoot at the request of the Client (or for reasons described in clause iv below), the Production Company reserves the right to retain (or be paid, if not already paid) up to 30% of the agreed original Remuneration. Such charges are in recompense for any costs or losses incurred by such actions as, but not limited to; work conducted prior to cancellation, any supplemental administrative work incurred by the Production Company, loss of revenue due to rejected business opportunities.
7. In the event that the Project is cancelled after signature of this Contract, after commencement of the Shoot and prior to the commencement of Post-Production at the request of the Client (or for reasons described in clause iv below), the Production Company reserves the right to retain (or be paid, if not already paid) up to 50% of the agreed original Remuneration. Such charges are in recompense for any costs or losses incurred by the Production Company.
8. In the event that the Project is cancelled at any stage during Post-Production at the request of the Client, the Production Company reserves the right to retain (or be paid, if not already paid) up to 80% of the agreed original Remuneration. Such charges are in recompense for any costs or losses incurred by such actions as, but not limited to; work conducted prior to cancellation, any supplemental administrative work incurred by the Production Company.
9. In the event that the Project is delayed due to reasons directly attributable to the Client, the Production Company, having set aside time to complete the Project under the original timescales, is not obligated to meet any original deadline, nor will the Production Company inconvenience other Projects and customers by attempting to make good any time lost due to actions on the part of the Client.
10. In the event that the Project / Shoot Day(s) are cancelled to be rescheduled at short notice for reasons directly attributable to the Client or their associates connected to the shoot (models, dancers etc) then the Production Company reserve the right to levy an additional fee, equivalent to the agreed daily rate of the Shoot Day, payable

by the Client as compensation for the loss of work. In this instance, short notice is 7 days or less prior to the agreed Shoot Day date occurring.

#### **iv. Safety & Conduct**

The Production Company has the right to take any measures it sees fit in order to safeguard the Crew and Filming Equipment at all times. The Production Company is not obliged to undertake any shooting not previously agreed during the Pre-Production stage.

The Production Company has the right to suspend and/or cancel any Shoot should it reasonably believe that any parties associated with the Client are under the influence of excessive drink or drugs. Furthermore, any abusive or threatening behaviour towards any person or persons involved in the Shoot will not be tolerated and may result in suspension and/or cancellation of the Shoot.

Further, the Production Company will not tolerate any slanderous or defamatory comments, either verbally or written, and reserves the right to suspend work on the Project in such cases.

#### **v. Royalties / Profit**

The Production Company and the Client agree that both parties shall be legally entitled to royalties on the work carried out by them, including the commercial sale of DVDs and broadcast airplay. It is envisaged that a separate agreement will be drawn up and signed alongside this one, to determine and agree the best way of selling the product(s), informing both parties of the number of product(s) sold and collecting and distributing the monies. Should the Client wish to "buy out" the Production Company to ensure all royalties are theirs, a separate contract will be drawn up and a mutually agreeable amount worked out.

#### **vi. Rights / Consents**

It is envisaged that the signing of this Contract shall have mutual benefits for both the Production Company and the Client, as follows;

i) Both the Production Company and the Client shall have joint rights to produce, sell, publicly exhibit, lease, license, hire, market, publicise, distribute, exhibit, diffuse, broadcast, adapt and reproduce mechanically, graphically, electronically or otherwise howsoever by any manner and means (whether now known or hereafter devised) the Finished Product. Any third party wishing to exercise any of such rights may do so only at the sole discretion of the Production Company and the Client.

The Client's rights and those of any third parties only apply in the case that the Client has concluded payment of the Remuneration. Other versions or segments of the Project, including the Draft Product, are excluded from these rights.

Both the Production Company and the Client shall have the right to use footage at any time, place or event of their choosing. The Production Company may use clips from the Project on their website to promote their work and that of the Client, unless this has been expressly forbidden in writing by the Client.

ii) The Production Company should be credited at all times, where possible. This includes any mention of the video on websites, web logs ("blogs") or releases containing the video. Any photography used should be properly credited to the Production Company and photographer. Weblinks to the Production Company should be present where possible where the Client is using the video. Likewise the Production Company agree to credit and link to the Client on their website where possible.

iii) All rights relating to the Copyright, Designs and Patents Act of 1988 and any other moral rights are shared between the Production Company and the Client and cover any legislation now existing or in the future enacted in any part of the world.

iv) The Client may agree to purchase sole rights to the material – such an agreement to be separately drawn.



v) The Production Company shall own all rights to photographs taken by the Production Company or its Crew during the Project unless photography is a specified, paid additional service for the Client. The use of such photographs by the Client or its affiliates without the permission of the Production Company, and without due credit or remuneration being given, is forbidden.

**vii. Liability**

The Production Company shall not be liable for any loss of or damage whatsoever to any clothing or other personal property of anyone involved in the Project.

**viii. Notices**

All notices served upon either party by the other shall be delivered by hand at or sent by post or by facsimile or email addressed to the respective addressed hereinbefore contained or any subsequent address duly notified and if delivered by hand shall be deemed to have been served five days after posting and if sent by facsimile shall be deemed served 24 hours after receipt of the facsimile (and facsimile notice shall be confirmed by post).

**ix. Headings**

Headings used in this document are for information only and do not form part of any contract.

**x. Miscellaneous**

This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings whether written or oral pertaining thereto and cannot be modified except by a written addendum signed by a duly authorized member of the Production Company and of the Client.

Nothing contained in this Agreement shall or shall be deemed to constitute a partnership or a contract of employment between the parties. It is an agreement to hire the services of the Production Company.

This Agreement shall be construed in accordance with and governed by the laws of England and Wales whose courts shall be the courts of the competent jurisdiction.

Rights of Third Parties Act (1999) excluded.

**xi. Events Out of Control Of The Parties (Force Majeure)**

The Production Company shall not be held liable by the Client where the Project is delayed, cancelled or materially affected due to the occurrence of an unforeseen event which is not within the control of either party. Such Force Majeure events shall include but not be limited to; Acts of God, unsuitable weather conditions, unsuitable location previously chosen by the Client, unforeseen technical difficulties, loss of material or equipment due to fire, theft or similar Force Majeure event.

In the event of an occurrence of Force Majeure, the party affected shall inform the other party within a reasonable timeframe in order that every effort may be made to reschedule the Project. It is understood and agreed that any such unforeseen event shall not relieve the Client of their obligation to pay the Production Company the Remuneration for work completed up until the event occurred.

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